

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Novus Franchising, Inc., a
Washington corporation,

Plaintiff,

v.

Frederic Alan Flint,

Defendant.

Civ. No. 09-85 (RHK/SRN)

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION**

This matter is before the Court on Plaintiff's Motion for a Preliminary Injunction (Doc. No. 2). A hearing on the Motion was held on March 10, 2009, at which Defendant did not appear.

Having carefully considered the Motion and the factors set forth in Dataphase Systems, Inc. v. C.L. Systems, Inc., 640 F.2d 109 (8th Cir. 1981), the Court determines that Plaintiff's Motion should be granted. Specifically, the Court finds that (1) Plaintiff has demonstrated a probability of success on the merits of its claims, (2) Plaintiff will suffer irreparable harm if injunctive relief is not granted, (3) the harm Plaintiff would suffer is greater than any harm imposed upon Defendant resulting from injunctive relief, and (4) the public interest favors granting an injunction.

Based on the foregoing, and all the files, records, and proceedings herein, **IT IS ORDERED** that Plaintiff's Motion for a Preliminary Injunction (Doc. No. 2) is **GRANTED** as follows:

1. Defendant Frederic Alan Flint, his immediate family members, and all persons in active concert with him who receive notice of this Order, are hereby restrained and enjoined from:
 - a. Any use of the registered Novus marks and all derivations thereof;
 - b. Owning, operating, leasing, franchising, licensing, conducting, engaging in, consulting with, being connected with, having any interest in, or assisting any person or the entity engaging in any other business that is in any way competitive with or similar to the Business System or the Business (including any glass repair and/or replacement or installation business), for a period of two years from the date of this Order, which is located within any of the following Counties in Mississippi: Clarke, Jasper, Kemper, Lauderdale, Neshoba and Newton; and
 - c. Retaining any manual or other confidential or proprietary information provided to him under the Franchise Agreement.
2. Defendant Frederic Alan Flint shall:
 - a. Immediately cease all automotive glass repair and/or replacement at the location of the former Novus franchised business;
 - b. Return all confidential and proprietary materials of Novus to counsel for Novus, including, but not limited to, all manuals and equipment, within five (5) days of the effective date of this Order;
 - c. Remove and return to Novus or destroy all signage, promotional materials, and other materials bearing the Novus marks, within five (5) days of the effective date of this Order;
 - d. Either cancel, or transfer to Novus, all telephone and/or fax numbers and all directory listings for the former franchised businesses, within five (5) days of the effective date of this Order; and
 - e. Provide proof to Plaintiff's counsel of all steps taken pursuant to this Order, within seven (7) days of the effective date of this Order.

3. This preliminary injunction shall become effective upon personal service thereof upon Defendant Frederic Alan Flint, and no bond shall be required.

Dated: March 11, 2009

s/Richard H. Kyle
RICHARD H. KYLE
United States District Judge